सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 1,000

e-Stamp

Certificate No.	:	IN-KA98764972433150W
Certificate Issued Date	:	18-Dec-2024 04:30 PM
Account Reference	:	NONACC (FI)/ kakscsa08/ GIRINAGAR2/ KA-BV
Unique Doc. Reference	:	SUBIN-KAKAKSCSA08361341240956 23W
Purchased by	:	VINAYAKA ELECTRICALS
Description of Document	:	Article 5(i-d)(ii) Agreement or its records or MOA - Agreement relating to building works or labour or services Above Rs.10 lakhs
Property Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	10,50,000 (Ten Lakh Fifty Thousand only)
First Party	:	EXECUTIVE ENGINEER ELE YALAHANKA DIVISION BBMP BG
Second Party	:	VINAYAKA ELECTRICALS
Stamp Duty Paid By	:	VINAYAKA ELECTRICALS
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

KARNATAKA STATE CO-OPERATIVE SOCIETIES ASSOCIATION(R)

Please write or type below this line

BRUHAT BENGALURU MAHANAGARA PALIKE

ESTIMATE COST: 18.00 Lakhs **AGREEMENT No. 000020 /2024-25**

Job Code No: Awaited **No: EE/ELE/YZ/TEND/03/2024-25, Date:03.10.2024**

This agreement, made the Day of 01-01-2025 between the **Bruhat Bengaluru Mahanagara Palike, Amruthahalli main road, Byatarayanapura Bangalore-92**, represented by the **Executive Engineer (Electrical), Yelahanka division**, here in after called and referred to as BBMP on ONE PART, and **M/s. Vinayaka Electricals, No.38, Raghavendra Block, 10th Main Road, 3rd Cross, T R Shamanna Nagara, Bangalore-50** on the other part

.....2

For VINAYAKA ELECTRICALS

Proprietor

Executive Engineer
Electrical Division
Yelahanka Zone BBMP
Byatarayanapura, Bangalore-92

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

EXECUTIVE ENGINEER ELE YALAHANKA DIVISION BBMP BG ... GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

WHEREAS, the Executive Engineer (Elec.,) Yelahanka Division, BBMP has invited Tenders from eligible registered contractor for **"Operation and Maintenance of street light fittings in Dodda Bommasandra ward no.12 Package Y-12 of Yelahanka Zone for the Period (10 Months)."** coming under Yelahanka Zone vide Tender Notification No.**EE/ELE/YZ/TEND/03/2024-25,Date:03.10.2024** apart from the other agencies, **M/s. Vinayaka Electricals**, have also quoted competitive rates of **Rs.9,51,670.00** Which is **-37.60% Below** for the sanctioned estimate rates the SR of 2023-24 and contractor has paid Difference Amount of **Rs.5,73,400.00 vide Deposit Confirmation Advice No:FDR1812242955 Dated:18.12.2024 and 5% Security Deposit Amounting to Rs.47,600.00 through Bankers Cheque No: 384507, State Bank of Baroda, South End Branch, Dated:23.12.2024.**

NOW THIS AGREEMENT WITNESSETH AS FALLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The B.B.M.P shall pay to the contractor at the said rates mentioned in the Schedule 'B' as and when the Bills are submited by the Contractor for work done.
4. The Contractor shall carry out the work according instructions given by the concerned Engineer.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such there sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. Electrical Street light Maintenance Work for the Period of 10 Months.
7. The Contractor shall be responsible for and shall pay compensation to his workmen payable under the work Men Compensation Act 1923 for Injuries of any (God forbid) caused to the workmen or vehicles or other Property during the Execution of the work and also the liability that may arise under the common law.
8. The detailed estimate and tender documents shall from part and parcel of this agreement.
9. After receiving the Work Order, the tenderer shall commence the work immediately without deviation & failure to do work, it will be presumed that the tenderer is not interested in the work & EMD will be forfeited and work will be taken through the next lowest Contractor at the cost & responsibility of the tenderer.
10. The work executed shall be of standard and quality work by using quality material as prescribed from Time-to Time as directed.
11. GPS Photos pertaining to this work shall be submitted along with the Bill.
12. The successful tenderer should install GPS System in the ladder jeep vehicle and it should be communicated to the BBMP office control room. If failed to install GPS system to the vehicle within 15 days of the Date of Work Order, the L1 Bidders tender is terminated and forfeited his EMD, Tender Difference amount, FSD etc. If L2 tenderer is willing to do the maintenance of that respective package can execute and complete the work at the accepted tender rate irrespective of the cost of the work
13. Security Deposit amount will be returned one year after successful completion.
14. In additions to the fines stated in the tender document, if the contractor is fails to produce the ladder jeep to the daily maintenance of the respective packages the fine imposed will be Rs500.00/day. If repeated beyond one day the fine will be doubled in each subsequent absent days.

For VINAYAKA ELECTRICALS

Mahadeva.K
Proprietor

Executive Engineer
Electrical Division
Yelahanka Zone BBMP
Byataravanapura, Bangalore-92

15. Any deviations like sub contract, neglecting responsibilities from the agreed scope of work must be treated as serious violation of tender condition and terminated from the existing work order and the same work will be carried out from the adjacent package tenderer as the same quoted rates, terms and conditions of the contract.
16. On Sunday during the first half of the day Compulsory attendance for resolving streetlight Complaints submitted through the Online/Sahaya app issues must be addressed.
17. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz:

    i) Letter of Acceptance
    ii) Notice to proceed with the works; (Work Order)
    iii) Contractor's Tender;
    iv) Contract Data ;
    v) Conditions of contract (including Special Conditions of Contract);
    vi) Specifications ;
    vii) Drawings;
    viii) Bill of quantities; and

    ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of : 1) .....

2) .....

Signed, Sealed and Delivered by the said Executive Engineer, (Electrical - Yelahanka Division), Bruhat Bengaluru Mahanagara Palike.

in the presence of :

For VINAYAKA ELECTRICALS

Binding Signature of Contractor ..... Mahadeva.K ..... Proprietor

Binding Signature of Employer .....

Executive Engineer
Electrical Division
Yelahanka Zone BBMP
Byatarayanapura, Bangalore-92